

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W911AR70560001		PAGE 1 OF 43	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W9124D-07-T-0100	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME KAREN E. KEYS				b. TELEPHONE NUMBER (No Collect Calls) 502-624-6853	
8. OFFER DUE DATE/LOCAL TIME 02:00 PM 12 Jun 2007		9. ISSUED BY DIRECTORATE OF CONTRACTING SFCA SR KN BLDG 1109B STE 250 199 6TH AVE FORT KNOX KY 40121-5720 TEL: FAX:		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 336211 SIZE STANDARD: 1000		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
12. DISCOUNT TERMS		15. DELIVER TO DIRECTORATE OF PLANS TRAINING AND MOBIL DPTM ARTHUR G SMAAGAARD AVIATION DIVISION 5220 PILOT ST FORT KNOX KY 40121-5000 TEL: 502-624-8155 FAX: 502-624-1760		16. ADMINISTERED BY			
17a. CONTRACTOR/OFFEROR		18a. PAYMENT WILL BE MADE BY		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			
18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM		19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY	
22. UNIT		23. UNIT PRICE		24. AMOUNT		25. ACCOUNTING AND APPROPRIATION DATA	
26. TOTAL AWARD AMOUNT (For Govt. Use Only)		27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.	
29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:		30a. SIGNATURE OF OFFEROR/CONTRACTOR		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31d. EMAIL:	

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 43	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____					
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR		36. PAYMENT
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY <i>(Print)</i>		
			42b. RECEIVED AT <i>(Location)</i>		
			42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS	

Section SF 30 - BLOCK 14 CONTINUATION PAGE

THIS ACQUISITION IS 100% SET-ASIDE FOR ***SMALL BUSINESS***.

OFFEROR SHALL COMPLETE THE FOLLOWING INFORMATION:

DUNS NUMBER: _____
CAGE CODE: _____
FED TAX ID#: _____
PHONE NO: _____
FAX NO: _____
E-MAIL ADDRESS: _____

PROMPT PAYMENT TERMS: _____

NOTES:

1. Offerors to complete Blocks 12, 17a, 17b, 30a, 30b, and 30c on page 1, Standard Form 1449.
2. Offerors are reminded to complete and return the certifications and the Buy American Certificate contained in this solicitation.
3. Amendments, if any, will be posted to the Fort Knox DOC website at <http://doc.knox.army.mil>. It is the contractors responsibility to check the website and acknowledge amendments.
4. Questions concerning this solicitation must be submitted in writing and may be faxed to Sharon Crady At 502-624-7165 or 502-624-5869.
5. Offerors must submit a price for all items. Failure to do so will render the offer as non-responsive.
6. Time and Date for receipt of quotes is 2:00 p.m., Fort Knox Local Time, 12 June 2007.

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	JET REFUELER, 5000 GALLON BOSSERMAN AVIATION EQUIPMENT MODEL RF5000SC-350 OR EQUAL. CONTRACTOR SHALL ALSO PROVIDE WARRANTY INFORMATION FOR BOTH TRUCK AND TANK (COMPLETE UNIT). SEE SPECIFICATIONS INCLUDED HEREIN FOR ADDITONAL INFORMATION.	1	Each	\$ _____	\$ _____
	UNIT PRICE SHALL INCLUDE PUTTING UNIT INTO SERVICE UPON DELIVERY AND FIRST YEAR MAINTENANCE SERVICE IN ACCORDANCE WITH THE SPECIFICATIONS INCLUDED HEREIN.				
	FOB: Destination COLOR: WHITE				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	JET REFUELER, 5000 GALLON (OPTIONAL) BOSSERMAN AVIATION EQUIPMENT MODEL RF5000SC-350 OR EQUAL. CONTRACTOR SHALL ALSO PROVIDE WARRANTY INFORMATION FOR BOTH TRUCK AND TANK (COMPLETE UNIT). SEE SPECIFICATIONS INCLUDED HEREIN FOR ADDITONAL INFORMATION. (SUBJECT TO AVAILABILITY OF FUNDS).	1	Each	\$ _____	\$ _____
	UNIT PRICE SHALL INCLUDE PUTTING UNIT INTO SERVICE UPON DELIVERY AND FIRST YEAR MAINTENANCE SERVICE IN ACCORDANCE WITH THE SPECIFICATIONS INCLUDED HEREIN.				
	FOB: Destination COLOR: WHITE				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		4	Quarter (Time)	\$ _____	\$ _____
OPTION	PREVENTATIVE MAINTENANCE PLAN FURNISH ALL NECESSARY LABOR AND EQUIPMENT TO PERFORM ON-SITE PREVENTATIVE MAINTENANCE ON JET REFUELER, 5000 GALLON, BOSSERMAN AVIATION EQUIPMENT MODEL RF5000SC-350 OR EQUAL IN ACCORDANCE WITH SPECIFICATIONS INCLUDED HEREIN.				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004		1	Each	\$ _____	\$ _____
OPTION	CONTRACTOR MANPOWER REPORT WITH SPECIFICATION INCLUDED HEREIN.				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005		4	Quarter (Time)	\$ _____	\$ _____
OPTION	PREVENTATIVE MAINTENANCE PLAN FURNISH ALL NECESSARY LABOR AND EQUIPMENT TO PERFORM ON-SITE PREVENTATIVE MAINTENANCE ON JET REFUELER, 5000 GALLON, BOSSERMAN AVIATION EQUIPMENT MODEL RF5000SC-350 OR EQUAL, IN ACCORDANCE WITH SPECIFICATIONS INCLUDED HEREIN.				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006		1	Each	\$ _____	\$ _____
OPTION	CONTRACTOR MANPOWER REPORT WITH SPECIFICATION INCLUDED HEREIN.				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007		4	Quarter (Time)	\$ _____	\$ _____
OPTION	PREVENTATIVE MAINTENANCE PLAN FURNISH ALL NECESSARY LABOR AND EQUIPMENT TO PERFORM ON-SITE PREVENTATIVE MAINTENANCE ON JET REFUELER, 5000 GALLON, BOSSERMAN AVIATION EQUIPMENT MODEL RF5000SC-350 OR EQUAL, IN ACCORDANCE WITH SPECIFICATIONS INCLUDED HEREIN.				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008		1	Each	\$ _____	\$ _____
OPTION	CONTRACTOR MANPOWER REPORT WITH SPECIFICATION INCLUDED HEREIN.				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009		4	Quarter (Time)	\$ _____	\$ _____
OPTION	PREVENTATIVE MAINTENANCE PLAN FURNISH ALL NECESSARY LABOR AND EQUIPMENT TO PERFORM ON-SITE PREVENTATIVE MAINTENANCE ON JET REFUELER, 5000 GALLON, BOSSERMAN AVIATION EQUIPMENT MODEL RF5000SC-350 OR EQUAL, IN ACCORDANCE WITH SPECIFICATIONS INCLUDED HEREIN.				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010		1	Each	\$ _____	\$ _____
OPTION	CONTRACTOR MANPOWER REPORT WITH SPECIFICATION INCLUDED HEREIN.				

DELIVERY INFORMATION

CLIN DELIVERY DATE	QTY	SHIP TO ADDRESS	UIC
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0001	90 dys. ADC	1	DIRECTORATE OF PLANS TRAINING AND MOBILI DPTM ARTHUR G SMAAGAARD AVIATION DIVISION 5220 PILOT ST FORT KNOX KY 40121-5000 502-624-8155 FOB: Destination	W22PLV
0002	90 dys. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	W22PLV
0003	POP 01-SEP-2008 TO 31-AUG-2009	N/A	(SAME AS PREVIOUS LOCATION)	W22PLV
0004	POP 01-SEP-2008 TO 31-AUG-2009	N/A	(SAME AS PREVIOUS LOCATION)	W22PLV
0005	POP 01-SEP-2009 TO 31-AUG-2010	N/A	(SAME AS PREVIOUS LOCATION)	W22PLV
0006	POP 01-SEP-2009 TO 31-AUG-2010	N/A	(SAME AS PREVIOUS LOCATION)	W22PLV
0007	POP 01-SEP-2010 TO 31-AUG-2011	N/A	(SAME AS PREVIOUS LOCATION)	W22PLV
0008	POP 01-SEP-2010 TO 31-AUG-2011	N/A	(SAME AS PREVIOUS LOCATION)	W22PLV
0009	POP 01-SEP-2011 TO 31-AUG-2012	N/A	(SAME AS PREVIOUS LOCATION)	W22PLV
0010	POP 01-SEP-2011 TO 31-AUG-2012	N/A	(SAME AS PREVIOUS LOCATION)	W22PLV

CLAUSES INCORPORATED BY REFERENCE

52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	JUL 2006
52.212-1	Instructions to Offerors--Commercial Items	SEP 2006
52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2007
52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993

CLAUSES INCORPORATED BY FULL TEXT

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (NOV 2006)
ALTERNATE I (APR 2002)

An offeror shall complete only paragraph (j) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (i) of this provision.

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other-----

(5) Common parent.

___ Offeror is not owned or controlled by a common parent;

____ Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, () is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).) The offeror represents as part of its offer that it () is, () is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

☐ 50 or fewer ☐ \$1 million or less

☐ 51 - 100 ☐ \$1,000,001 - \$2 million

☐ 101 - 250 ☐ \$2,000,001 - \$3.5 million

☐ 251 - 500 ☐ \$3,500,001 - \$5 million

☐ 501 - 750 ☐ \$5,000,001 - \$10 million

☐ 751 - 1,000 ☐ \$10,000,001 - \$17 million

☐ Over 1,000 ☐ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It (☐) is, (☐) is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It (☐) has, (☐) has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.)

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It (☐) is, (☐) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material

change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.) (The offeror shall check the category in which its ownership falls):

____Black American.

____Hispanic American.

____Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

____Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

____Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

____Individual/concern, other than one of the preceding.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It () has, () has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It () has, () has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act--Balance of Payments Program Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Balance of Payments Program--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms ``component," ``domestic end product," ``end product," ``foreign end product," and ``United States" are defined in the clause of this solicitation entitled ``Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No.:-----
Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

(1) Buy American Act -- Free Trade Agreements -- Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms Bahrainian end products, "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act."

(ii)) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian or Moroccan end products) or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian or Moroccan End Products) or Israeli End Products:

Line Item No.

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

--	--

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I (*Jan 2004*). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.:

[List as necessary]

(3) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II (*Jan 2004*). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act--Free Trade Agreements--Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled “Trade Agreements.”

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

Line Item No.:	Country of Origin:

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no

offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product

Listed Countries of Origin

(2) Certification. (If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.)

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (j) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer

that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs ____

(Offeror to identify the applicable paragraphs at (b) through (i) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.)

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (NOV 2006)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

XX (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (15 U.S.C. 657a).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (4) [Removed].

XX (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-6.

___ (iii) Alternate II (MAR 2004) of 52.219-6.

___ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-7.

___ (iii) Alternate II (MAR 2004) of 52.219-7.

XX (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

___ (8)(i) 52.219-9, Small Business Subcontracting Plan (SEP 2006) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (OCT 2001) of 52.219-9

___(iii) Alternate II (OCT 2001) of 52.219-9.

XX (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

___ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEP 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (JUNE 2003) of 52.219-23.

___ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

XX (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

___ (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2006) (E.O. 13126).

XX (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

XX (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

XX (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

XX (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

XX (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

XX (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

___ (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

___ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)).

___ (23) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

___ (24)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (NOV 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).

___ (ii) Alternate I (JAN 2004) of 52.225-3.

___ (iii) Alternate II (JAN 2004) of 52.225-3.

___ (25) 52.225-5, Trade Agreements (NOV 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

XX (26) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).

___ (27) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (42 U.S.C. 5150).

___ (28) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (42 U.S.C. 5150).

___ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (30) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

XX (31) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

___ (32) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

___ (33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

___ (34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

___ (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

XX (1) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005) (41 U.S.C. 351, et seq.).

XX (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

XX (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (NOV 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the current contract period.

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within the current contract period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days prior to contract expiration. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of clause)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://acquisition.gov/comp/far/index.html>

<http://farsite.hill.af.mil>

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://acquisition.gov/comp/far/index.html>
<http://farsite.hill.af.mil>

(End of clause)

252.204-7004 CENTRAL CONTRACTOR REGISTRATION (52.204-7) ALTERNATE A (NOV 2003)

(a) Definitions. As used in this clause--

“Central Contractor Registration (CCR) database” means the primary Government repository for contractor information required for the conduct of business with the Government.

“Commercial and Government Entity (CAGE) code” means--

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “NCAGE code.”

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

“Registered in the CCR database” means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(2) The Contractor's CAGE code is in the CCR database; and

(3) The Government has validated all mandatory data fields and has marked the records “Active.”

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS +4” followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number-

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)

(1)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JAN 2007)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

XX 52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

(1) NA 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

(2) NA 252.219-7003, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

(3) NA 252.219-7004, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

(4) XX 252.225-7001, Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582).

(5) XX 252.225-7012, Preference for Certain Domestic Commodities (JAN 2007) (10 U.S.C. 2533a).

(6) NA 252.225-7014, Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).

(7) NA 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

(8) NA 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).

(9) NA 252.225-7021, Trade Agreements (NOV 2006) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

(10) NA 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

(11) NA 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

(12)(i) NA 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (OCT 2006) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

- (ii) _NA_ Alternate I (OCT 2006) of 252.225-7036.
- (13) _NA_ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
- (14) _XX_ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).
- (15) _NA_ 252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).
- (16) _NA_ 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
- (17) _XX_ 252.232-7003, Electronic Submission of Payment Requests (MAY 2006) (10 U.S.C. 2227).
- (18) _NA_ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).
- (19) _NA_ 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- (20)(i) _XX_ 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- (ii) _NA_ Alternate I (MAR 2000) of 252.247-7023.
- (iii) _NA_ Alternate II (MAR 2000) of 252.247-7023.
- (iv) _NA_ Alternate III (MAY 2002) of 252.247-7023.
- (21) _NA_ 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

- (1) 252.225-7014, Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).
- (2) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).
- (3) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- (4) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

BUY AMERICAN

252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE
(JUN 2005)

(a) *Definitions.* “Domestic end product,” “foreign end product,” “qualifying country,” “qualifying country end product,” and “United States” have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) *Evaluation.* The Government—

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) *Certifications and identification of country of origin.*

(1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that—

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

<u>Line Item Number</u>	<u>Country of Origin</u>
_____	_____
_____	_____

(3) The following end products are other foreign end products:

<u>Line Item Number</u>	<u>Country of Origin (If known)</u>
_____	_____
_____	_____

(End of provision)

Signature & Date

Printed Name and Title

PROPOSAL SUBMITTAL INSTRUCTIONS

The offeror shall submit the original and one copy of the proposal to Directorate of Contracting, SFCA-SR-KN Debbie Ault (W9124D-07-T-0100), Building 1109B, Ste. 250, 199 6th Ave, Fort Knox, Kentucky 40121-5720. The original and one copy of the proposal must be received by the Contracting Officer prior to the date and time set in the solicitation or any issued amendment. Facsimile or e-mail proposals are not permitted and will be considered non-responsive.

GENERAL PROPOSAL INFORMATION

The government is not liable for any costs incurred by offerors for submitting offers in response to this solicitation. Proposals from unsuccessful offerors will not be returned to the offeror. One copy of the proposal will be retained in the solicitation file and remaining copies will be destroyed by the government. The government will not issue any certification of destruction.

ACCEPTANCE OF PROPOSALS

The government reserves the right to consider as acceptable only those proposals submitted in accordance with all requirements set forth or referenced in this solicitation and which demonstrate an understanding of the scope of the project.

PRE-PROPOSAL QUESTIONS

Offerors must submit any questions regarding this solicitation in writing to the Contracting Officer. Questions must be received by the Contracting Officer in adequate time to allow a written response prior to the proposal due date. No remarks or written responses to questions by government personnel shall change or qualify any of the terms or conditions of the solicitation. The solicitation can only be changed by a formal written amendment issued by Directorate of Contracting, Fort Knox, Kentucky.

PROPOSAL FORMAT AND CONTENT

All offerors are required to submit a proposal with, as a minimum, the content specified herein. Proposals without the specified minimum content may be judged unacceptable.

A. The offeror shall submit the original proposal and one copy. The proposal shall consist of the following sections and shall be bound in such a fashion that the government can detach sections without tearing pages:

Section I - Solicitation Documents

Section II - Technical

Section III - Past Performance Information

B. Section I - Solicitation Documents: This section shall contain -

1. Standard Form 1449, duly executed by an official authorized to bind the company;
2. The unit prices in the price schedule;
3. Completed representations and certifications

C. Section II - Technical: The proposal shall include the specifications the 5000 gallon jet refueler being furnished under this contract. Contractors proposing to furnish a substitute must submit descriptive literature with their

proposal . The proposal shall include a description of the maintenance service plan, to include initial equipment set-up, annual and quarterly maintenance. The proposal shall include a description of standard warranty and any available extended warranties for the 5000 gallon jet refueler

D. Section III - Past Performance: The proposal shall include information on the offeror's general background, experience and qualifications in performing similar equipment and services and the quality of equipment and service. The offeror shall also provide the point of contact and telephone numbers for the customer. The offeror may identify additional points of contact.

EVALUATION FACTORS FOR AWARD

Each proposal submitted will be evaluated on the following factors:

1. Technical - The equipment specifications and description of maintenance provided with the proposal will be evaluated to determine whether the offeror is capable of providing the scope of equipment and services required. Experience information provided with the offer will be reviewed for relevancy.

2. Past Performance Past performance is defined as a subjective judgment about the quality of a firm's historical performance. This judgment may be based on statements of opinion about the quality of specific aspects of the firm's performance or about the quality of the firm's overall performance. These statements will be obtained from the firm's customers, business associates, government agencies, and from other knowledgeable persons and organizations. This judgment may be based on records of objective measurements and subjective ratings of specified performance attributes, if available.

3. Price Evaluation: Price will not be rated.

BASIS FOR AWARD

A. The government will award a contract to the lowest priced technically acceptable offeror.

B. Discussions or Negotiations: It is the government's intent to award without discussions. Discussions, if any, will be conducted in accordance with FAR 52.215-1 and final offers will be evaluated in accordance with factors as were initial offers.

AVAILABILITY OF FUNDS

Funds are not presently available for CLIN 0002 of this solicitation. The Government's obligation under this CLIN is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

WAGE DETERMINATION

U.S. Department of Labor Wage Determination Number 2005-2475 (Revision 2), dated 12/06/2006, shall be applicable during the option periods for annual and quarterly maintenance (CLINS 0003, 0005, 0007, 0009). The US Department of Labor Wage Determination is included herein and is made a part of this solicitation and any resultant contract.

STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES

In accordance with FAR Clause 52.222-42 "Statement of Equivalent Rates for Federal Hires," incorporated into this contract by reference at paragraph (c) of FAR Clause 52.212-5 "Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items," the following information is furnished:

This statement is for information only. It is not a Wage Determination.

<u>Employee Class</u>	<u>Monetary Wage -- Fringe Benefits</u>
Motor Vehicle Mechanic	\$22.70 -- 36.45%

SCHEDULE OF INSURANCE

The following types of insurance are required pursuant to FAR clause 52.228-5 "Insurance--Work on a Government Installation" and shall be maintained in the minimum amounts shown below:

(A) Workman's Compensation and Employers' Liability Insurance: \$100,000.00, except in the States of Nevada, North Dakota, Ohio, Washington, West Virginia, and Wyoming, where coverage shall comply with State Law.

NOTE: In jurisdictions where all occupational diseases are not compensable under applicable law, insurance for occupational diseases shall be required under the employer's liability section of the insurance policy.

(B) Comprehensive General Liability Insurance: Bodily injury \$500,000.00 per occurrence.

(C) Comprehensive Automobile Liability Insurance: The policy covering the operation of all vehicles used in connection with this contract shall provide at least \$200,000.00 per person, \$500,000.00 per occurrence for bodily injury and \$20,000.00 per occurrence for property damage.

(D) Cancellation notice shall be in writing, to the Contracting Officer, a minimum of 30 days prior to cancellation.

INSPECTION AND ACCEPTANCE

Inspection of services to be furnished hereunder will be made by the Director of Plans, Training and Mobilization, Aviation Division, Fort Knox, Kentucky or his authorized representative.

PAYMENT

The government will pay the contractor quarterly in arrears for maintenance services performed, upon submission of proper invoices, the prices stipulated in this contract for the services delivered and accepted, less any deductions provided in the contract.

INVOICES

The contractor shall submit payment requests using the following electronic method: Wide Area Workflow-Receipt and Acceptance (WAWF-RA) at <https://wawf.eb.mil>. Select the "invoice only" option and enter "W9124D" in the administered by block. Failure to submit invoices as instructed herein may result in delay of payment.

NOTE: For assistance, contractors may contact the WAWF help desk at 614-693-6868.

NOTE: If unsuccessful using WAWF: The contractor may submit payment requests using the Web Invoicing System (WinS) at <https://ecweb.dfas.mil>.

NOTE: Go to <http://wawftraining.com> for self paced training, to learn how to electronically submit and take action on documents in WAWF.

PAYMENT STATUS INQUIRY

Contract payment status may be found using MyInvoice at <https://myinvoice.csd.disa.mil>.

CONTRACT ADMINISTRATION

All contract administration will be effected by the Contracting Officer, Contract Administration Division, Directorate of Contracting, 4340 Magruder Ave, Fort Jackson, South Carolina 29207-6810. Changes in or deviation from the Performance Work Statement shall not be effected without a written modification to the contract executed by the Contracting Officer.

CONTRACTOR MANPOWER REPORTING (CMR):

Per Secretary of the Army direction, ensuring contractors report the required CMR data is the responsibility of the government official certifying payment, i.e. government representative. The government representative may be the COR, COTR, or the POC responsible for submission of receiving reports.

The government representative and the contractor are both responsible for submission of data to the CMR database.

The government representative shall report the basic contract information, inclusive of the following: Contract Number; Delivery Order Number (if applicable); Task Order number (if applicable); Unit Identification Code of the Activity Requiring the Services; Command; Total Obligated Dollars; Total Disbursements; Contact Information; Army Management Structure Code (AMSCO); Department Code; Operating Agency; Basic Symbol (BSYM); Fiscal Year Dollars; Element of Resource; Management Decision Execution Package (MDEP).

The contractor shall report only the following data: Contract Number; Delivery Order Number (If applicable); Task Order Number (If applicable); Requiring Activity Unit Identification Code; Command; Contractor Contact Information; Federal Service Code; Direct Labor Hours; Direct Labor Dollars; Location Information.

The contractor shall provide to the government representative (and the Contracting Officer if required) written certification (i.e. email or letter) that it has completed the CMR report.

SPECIFICATIONS
5000 GALLON JET REFUELER
MODEL RF5000SC-350

TANK - Single compartment with baffles, built to DOT MC-406 specifications, aluminum construction, 4" and 3" sumps, 1" water drains front, 20" PAF type manhole and 20" inspection cover and aluminum skirting. Provide tie-down bolts, frame, fillers, tank tabs and tapered Rumber sills with a 5 year Warranty.

FLASHING - Overturn protection on tank top and openings by means of rigid aluminum flashing extending full length of the tank and at least 1" above manhole cover and vent. Flashing to provide a carry-off of spilled fuel and rain through drain tubes installed two front and two rear. Clear drain tubes shall not pass through the tank and must direct spilled product away from engine, exhaust and electrical systems to at least 12" below chassis frame.

CABINETS - Aluminum skirted cabinets on both sides.

VENTS - Vented to meet NFPA. 4" inward-opening vent, air operated with rubber hood, one port plugged, the other 45 degree elbow.

LIGHTS & WIRING - Twelve volt Betts system with wiring in tubing. Cabinet lights on control panel and bottom loading. Clearance marker lights and reflectors as required, light on meter, (2) back-up lights and back-up alarm at rear, battery master disconnect and numbered wiring.

LADDER - Aluminum ladder mounted on rear bumper and attached to rollover rail.

FINISH - Cab painted factory white. Tank, skirting and equipment painted one color polyurethane PPG. Top of tank expanded aluminum between rollover rails.

PIPING ASSEMBLY ORIENTATION - Bottom loading and filter/separator in right side open cabinet. Hose reels, hoses, nozzles, control panel, deadman control and recirculation connection in left side open cabinet.

PIPING - Stainless steel piping pressure tested to 150 PSI with cork and Buna-N gaskets for mating flanges and Type-75 Victaulic couplings with "T" type gaskets. Provide low point drain plugs.

PRODUCT FUEL SENSE LINES - All fuel sense lines routed in 3/8" synflex tubing and color coded.

PUMP - 350 GPM PTO driven, Gorman Rupp 03H1-GL 3" mounted in steel saddle.

PTO - Chelsea hot-shift with 12 volt electric switch mounted on dash in cab. Provide Spicer 1310 series PTO shaft.

INTERNAL VALVE - One Carter 4" valve to be used for bottom loading and one Betts 3" cable operated for off loading. Bolt-in aluminum vortex breaker installed over sump.

EMERGENCY TRIP RELEASE - One on each side of unit, cable operated, Betts 35603SL, with Morrison 507E-0100A emergency valve operator, all handles painted red.

CONTROL PANEL - Provide aluminum panel in left side cabinet with pressure differential gauge, nozzle pressure gauge, operating instructions and Betts work light.

DEADMAN CONTROLS - 50' cable with wrap around hooks, which also activates the PTO.

PRESSURE CONTROL - One Carter 3" combination pressure control and deadman valve set at 40 lbs. PSI.

BY-PASS - One 3" Carter pressure relief valve set at 40 PSI.

FILTER/SEPARATOR - One Facet 3" three-stage vessel rated to 350 GPM capacity complying with appropriate MIL-Spec requirements with water sump and self-cleaning drain valve terminating with 90 degree elbow with isolation valves.

AIR ELIMINATION - 3/4" Air Eliminator and Pressure relief with check valve inside tank.

TEST COUPLINGS - Two millipore test points at filter/separator inlet and outlet.

WATER DRAINS - Two 1" Morrison 372 emergency type valves in tank with synflex tubing drain lines terminating in self-closing ball valves and 90 degree elbow in curbside cabinet. One 3/4" synflex line run from filter/separator sump terminating with self-closing ball valve and 90 degree elbow.

FILTER WATER CONTROL - Whittaker float type in filter/separator sump with pre-check, air operated to shut down deadman with indicator light on control panel.

METER - One 350 GPM capacity, reversible re-set counter, accumulative totalizer, mechanical temperature volume compensation and large numeral counter.

FUEL RELAXATION - Install one 175 gallon ASME code non-ferrous relaxation chamber in piping to allow dissipation of static charge in fuel.

DEFUELING - Manually operated fuel/defuel valve with operating handle in left side cabinet.

VENTURI - One Whittaker F527 3" aluminum properly sized to compensate for pressure loss.

HOSE REELS - One Hannay, 2-1/2" x 50' and one 1-1/2" x 60' hose reel, 90 degree victaulic swivel, NPT outlet, non-ferrous internals, last wrap hose stop, explosion proof motor with condensation vents, switch, manual rewind, hand crank and bar mounted under reel to prevent hose from unwrapping, solenoid and 50 amp circuit breaker enclosed in junction box in right side cabinet.

HOSE REEL SHUT-OFF VALVES - One Betts WD301-ALB 3" shut-off valve installed after hose reel swivel.
- One Betts WD201-ALB 2" shut-off valve installed after hose reel swivel.

HOSES - One 50' x 2 1/2" and one 50' x 1 1/4" aviation type, coupled M by M, with test certificates.

NOZZLES - One MIL-Spec Carter D1 style under-wing type with 100 mesh screen and swivel.
- One OPW 295SAJ 1-1/2" over-wing nozzle with 100 mesh screen with quick disconnect dry break and CCR nozzle with dry break.

NOZZLE HOLDERS - Provide one S.S. under-wing nozzle holder mounted by hose reel and one S.S. over-wing holder.

BOTTOM LOADING - One Carter 2-1/2" international standard adapter mounted in left side cabinet with 3" Betts WD301-ALB shut-off valve in intake line. System includes Whittaker F613-AD with can and drain line high level jet sensor shutdown plus pre-check valve, gauge and strainer to test function.

RECIRCULATION & TEST CONNECTION - Carter 2 1/2" international standard adapter mounted in right side cabinet with 3" FlowLine metering-type butterfly valve, with vertical check valve installed in tank.

GROUNDING - Provide grounding strap from chassis to tank. Provide grounding studs, one at bottom loading connection and one at each manhole cover.

GAUGES - One Gammon GTP534 0-15 PSI filter differential pressure with push-button test and peak-hold feature, one 4-1/2" liquid filled 30-0-150 fuel pressure, pump pressure, and one 30-0-150 2-1/2" liquid filled in bottom loading line and primary and secondary pressure control gauges.

BRAKE INTERLOCK ELECTRICALLY ACTIVATED - One pump drive and one bottom loading, with one override in dash, wire sealed.

STATIC REEL - One Hannay HGR50 50' plastic coated cable, (1) 100 amp military clamp mounted on left side.

FIRE EXTINGUISHERS - (2) 20# BC mounted on bracket.

DESIGN - Complies with DOT regulations and NFPA standards #385 and #407.

LABELS - All controls labeled with placards.

MANUAL - One copy of maintenance and operating manual shipped per unit.

OPERATING INSTRUCTIONS - Plastic encased.

HIGH-LOW FLOW - Electronic computer throttle control.

SHIPPING PREPARATIONS - Fire extinguishers, static reel, hose nozzle and all other similar items to be secured to unit to prevent loss or damage while in transit.

EXHAUST - Routed to front with guard, S.S. rigid piping.

GUARDS - Loops installed on all driveshafts.

SEALING - All adjustable control system components are rendered inoperable after final test and setting. Readjustment must be performed by qualified personnel.

CHASSIS SPECIFICATIONS

MODEL:	New Sterling Acterra L8500 conventional cab
ENGINE:	Mercedes Benz MBE900, 215 HP diesel
TRANSMISSION:	Allison 3000RDS 6-speed automatic
WHEELBASE:	236"
CAB TO AXLE	161"
GVWR	54,000#
FRAME:	C-channel 120,000 PSI
FRONT AXLE:	14,000lb capacity
FRONT SPRINGS:	14,000lb capacity
REAR AXLE:	Single axle, 40,000lb capacity
REAR SUSPENSION:	Rubber load cushions, 40,000lb capacity
BRAKES:	Air 16.5" x 6" front and 16.5" x 7" rear with MGM parking brake chambers-ABS
TIRES:	315/80R22.5
ALTERNATOR:	Delco
BATTERIES:	Two 1100 CCA
COMPRESSOR:	13.2 cubic ft. Bendix
AIR DRYER:	AD-9 Bendix Westinghouse w/heater
ACCESSORIES:	Tow eyes Block heater Gauges: High water temp., low oil pressure Engine hour meter Fuel tank-50 gallon

SPECIFICATION FOR MAINTENANCE

1. The contractor shall put unit into service upon delivery
2. The contractor shall furnish quarterly and annual maintenance service, which shall contain as a minimum the following:

- Change filters on product vessel every year
- Perform complete P/M on unit every 3 months which includes inspection of overall unit, grease chassis, oil & filter change on drivetrain.
- Every 2 years change antifreeze and trans. fluid and filter.
- Perform major general maintenance as required. Such as starter replacement, etc.
- Perform minor repairs such as light bulb replacement, fan belt replacement, etc. These minor items would be inspected and replaced during a 3 month scheduled visit.

Note: Repairs to the chassis, i.e. engine, transmission, rear-end, etc., shall be covered by a warranty from the chassis manufacturer.

3. The contractor shall furnish all parts required for maintenance under maintenance service plan.
4. CONTRACTOR MANPOWER REPORTING

The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report ALL contractor manpower (including subcontractor manpower) required for performance of this contract. The contractor is required to completely fill in all required information using the following web address: <https://cmra.army.mil/>.

The required information includes: (1) Contracting Office, Contracting Officer, Contractor Officer's Technical Representative; (2) Contract number, including task and delivery order number; (3) Beginning and ending dates covered by reporting period; (4) Contractor name, address, phone number, e-mail address, identity of contractor employee entering data; (5) Estimated direct labor hours (including sub-contractors); (6) Estimated direct labor dollars paid this reporting period (including sub-contractors); (7) Total payments (including sub-contractors); (8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-contractor, if different); (9) Estimated data collection cost; (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information); (11) Locations where contractor and sub-contractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website); (12) Presence of deployment or contingency contract language; and (13) Number of contractor and sub-contractor employees deployed in theater this reporting period (by country).

As part of its submission, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period will be the period of performance not to exceed 12 months ending September 30 of each government fiscal year and must be reported by 31 October of each calendar year. Contractors may use a direct XML data transfer to the database server or fill in the fields on the website. The XML direct transfer is a format for transferring files from a contractor's systems to the secure web site without the need

for separate data entries for each required data element at the website. The specific formats for the XML direct transfer may be downloaded from the website.

05-2223 KY,LOUISVILLE

WAGE DETERMINATION NO: 05-2223 REV (02) AREA: KY,LOUISVILLE

HEALTH AND WELFARE LEVEL - INSURANCE ONLY **OTHER WELFARE LEVEL WD:05-2224

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

William W.Gross Division of
Director Wage Determinations

Wage Determination No.: 2005-2223
Revision No.: 2
Date Of Revision: 12/19/2006

States: Indiana, Kentucky

Area: Indiana Counties of Clark, Floyd, Harrison, Jefferson, Jennings, Scott
Kentucky Counties of Breckinridge, Bullitt, Edmonson, Grayson, Hardin, Hart, Henry,
Jefferson, Larue, Meade, Nelson, Oldham, Shelby, Spencer, Trimble

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE

MINIMUM WAGE RATE

01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	11.27
01012 - Accounting Clerk II	14.22
01013 - Accounting Clerk III	16.38
01020 - Administrative Assistant	21.06
01040 - Court Reporter	15.71
01051 - Data Entry Operator I	10.81
01052 - Data Entry Operator II	13.52
01060 - Dispatcher, Motor Vehicle	15.91
01070 - Document Preparation Clerk	11.40
01090 - Duplicating Machine Operator	11.40
01111 - General Clerk I	11.43
01112 - General Clerk II	12.77
01113 - General Clerk III	14.91
01120 - Housing Referral Assistant	17.37
01141 - Messenger Courier	9.49
01191 - Order Clerk I	12.71
01192 - Order Clerk II	15.15
01261 - Personnel Assistant (Employment) I	14.41
01262 - Personnel Assistant (Employment) II	15.93
01263 - Personnel Assistant (Employment) III	18.13
01270 - Production Control Clerk	16.26
01280 - Receptionist	10.53
01290 - Rental Clerk	10.35
01300 - Scheduler, Maintenance	13.56
01311 - Secretary I	13.56
01312 - Secretary II	15.71
01313 - Secretary III	17.37
01320 - Service Order Dispatcher	14.18
01410 - Supply Technician	21.06
01420 - Survey Worker	12.81

01531 - Travel Clerk I	11.55
01532 - Travel Clerk II	12.12
01533 - Travel Clerk III	12.68
01611 - Word Processor I	12.34
01612 - Word Processor II	13.85
01613 - Word Processor III	15.49
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	19.19
05010 - Automotive Electrician	18.48
05040 - Automotive Glass Installer	17.98
05070 - Automotive Worker	17.59
05110 - Mobile Equipment Servicer	15.64
05130 - Motor Equipment Metal Mechanic	19.19
05160 - Motor Equipment Metal Worker	17.59
05190 - Motor Vehicle Mechanic	19.19
05220 - Motor Vehicle Mechanic Helper	14.67
05250 - Motor Vehicle Upholstery Worker	16.69
05280 - Motor Vehicle Wrecker	17.59
05310 - Painter, Automotive	18.48
05340 - Radiator Repair Specialist	17.59
05370 - Tire Repairer	13.74
05400 - Transmission Repair Specialist	19.19
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.63
07041 - Cook I	10.45
07042 - Cook II	11.60
07070 - Dishwasher	7.77
07130 - Food Service Worker	8.85
07210 - Meat Cutter	12.59
07260 - Waiter/Waitress	6.88
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	17.88
09040 - Furniture Handler	13.79
09080 - Furniture Refinisher	17.88
09090 - Furniture Refinisher Helper	14.20
09110 - Furniture Repairer, Minor	16.58
09130 - Upholsterer	17.88
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.63
11060 - Elevator Operator	8.70
11090 - Gardener	11.24
11122 - Housekeeping Aide	8.70
11150 - Janitor	10.09
11210 - Laborer, Grounds Maintenance	10.79
11240 - Maid or Houseman	8.29
11260 - Pruner	10.09
11270 - Tractor Operator	11.08
11330 - Trail Maintenance Worker	10.79
11360 - Window Cleaner	10.58
12000 - Health Occupations	
12010 - Ambulance Driver	12.10
12011 - Breath Alcohol Technician	15.46
12012 - Certified Occupational Therapist Assistant	18.84
12015 - Certified Physical Therapist Assistant	18.84
12020 - Dental Assistant	14.54
12025 - Dental Hygienist	25.67
12030 - EKG Technician	20.58
12035 - Electroneurodiagnostic Technologist	20.58
12040 - Emergency Medical Technician	12.10
12071 - Licensed Practical Nurse I	13.77
12072 - Licensed Practical Nurse II	15.46
12073 - Licensed Practical Nurse III	17.28
12100 - Medical Assistant	12.09
12130 - Medical Laboratory Technician	14.77
12160 - Medical Record Clerk	13.64
12190 - Medical Record Technician	14.89

12195 - Medical Transcriptionist	13.92
12210 - Nuclear Medicine Technologist	23.49
12221 - Nursing Assistant I	10.00
12222 - Nursing Assistant II	11.23
12223 - Nursing Assistant III	12.26
12224 - Nursing Assistant IV	13.76
12235 - Optical Dispenser	15.46
12236 - Optical Technician	13.77
12250 - Pharmacy Technician	12.19
12280 - Phlebotomist	13.76
12305 - Radiologic Technologist	20.47
12311 - Registered Nurse I	21.36
12312 - Registered Nurse II	25.02
12313 - Registered Nurse II, Specialist	25.02
12314 - Registered Nurse III	30.27
12315 - Registered Nurse III, Anesthetist	30.27
12316 - Registered Nurse IV	36.25
12317 - Scheduler (Drug and Alcohol Testing)	16.83
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	16.69
13012 - Exhibits Specialist II	20.67
13013 - Exhibits Specialist III	25.29
13041 - Illustrator I	16.69
13042 - Illustrator II	20.67
13043 - Illustrator III	25.29
13047 - Librarian	20.88
13050 - Library Aide/Clerk	11.58
13054 - Library Information Technology Systems Administrator	20.25
13058 - Library Technician	12.87
13061 - Media Specialist I	11.54
13062 - Media Specialist II	12.91
13063 - Media Specialist III	14.39
13071 - Photographer I	13.56
13072 - Photographer II	15.17
13073 - Photographer III	17.08
13074 - Photographer IV	20.89
13075 - Photographer V	25.29
13110 - Video Teleconference Technician	14.47
14000 - Information Technology Occupations	
14041 - Computer Operator I	12.77
14042 - Computer Operator II	16.07
14043 - Computer Operator III	18.22
14044 - Computer Operator IV	19.94
14045 - Computer Operator V	22.08
14071 - Computer Programmer I (1)	18.26
14072 - Computer Programmer II (1)	22.82
14073 - Computer Programmer III (1)	27.62
14074 - Computer Programmer IV (1)	27.62
14101 - Computer Systems Analyst I (1)	27.62
14102 - Computer Systems Analyst II (1)	27.62
14103 - Computer Systems Analyst III (1)	27.62
14150 - Peripheral Equipment Operator	12.77
14160 - Personal Computer Support Technician	19.94
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	20.64
15020 - Aircrew Training Devices Instructor (Rated)	27.24
15030 - Air Crew Training Devices Instructor (Pilot)	29.96
15050 - Computer Based Training Specialist / Instructor	20.70
15060 - Educational Technologist	21.17
15070 - Flight Instructor (Pilot)	29.96
15080 - Graphic Artist	21.68
15090 - Technical Instructor	16.93
15095 - Technical Instructor/Course Developer	20.96
15110 - Test Proctor	15.71
15120 - Tutor	15.71
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	

16010 - Assembler	8.36
16030 - Counter Attendant	8.36
16040 - Dry Cleaner	11.01
16070 - Finisher, Flatwork, Machine	8.36
16090 - Presser, Hand	8.36
16110 - Presser, Machine, Drycleaning	8.43
16130 - Presser, Machine, Shirts	8.36
16160 - Presser, Machine, Wearing Apparel, Laundry	8.36
16190 - Sewing Machine Operator	11.68
16220 - Tailor	12.33
16250 - Washer, Machine	9.43
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	19.14
19040 - Tool And Die Maker	22.14
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	16.09
21030 - Material Coordinator	16.26
21040 - Material Expediter	16.26
21050 - Material Handling Laborer	12.82
21071 - Order Filler	12.37
21080 - Production Line Worker (Food Processing)	16.09
21110 - Shipping Packer	12.99
21130 - Shipping/Receiving Clerk	12.99
21140 - Store Worker I	12.32
21150 - Stock Clerk	15.83
21210 - Tools And Parts Attendant	16.09
21410 - Warehouse Specialist	16.09
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	23.36
23021 - Aircraft Mechanic I	22.25
23022 - Aircraft Mechanic II	23.36
23023 - Aircraft Mechanic III	24.53
23040 - Aircraft Mechanic Helper	16.82
23050 - Aircraft, Painter	19.67
23060 - Aircraft Servicer	19.81
23080 - Aircraft Worker	20.36
23110 - Appliance Mechanic	17.88
23120 - Bicycle Repairer	13.60
23125 - Cable Splicer	23.44
23130 - Carpenter, Maintenance	17.88
23140 - Carpet Layer	17.33
23160 - Electrician, Maintenance	20.53
23181 - Electronics Technician Maintenance I	18.99
23182 - Electronics Technician Maintenance II	19.70
23183 - Electronics Technician Maintenance III	20.44
23260 - Fabric Worker	16.35
23290 - Fire Alarm System Mechanic	21.16
23310 - Fire Extinguisher Repairer	15.99
23311 - Fuel Distribution System Mechanic	21.99
23312 - Fuel Distribution System Operator	17.62
23370 - General Maintenance Worker	17.33
23380 - Ground Support Equipment Mechanic	22.25
23381 - Ground Support Equipment Servicer	19.81
23382 - Ground Support Equipment Worker	20.36
23391 - Gunsmith I	15.36
23392 - Gunsmith II	17.24
23393 - Gunsmith III	18.80
23410 - Heating, Ventilation And Air-Conditioning Mechanic	18.63
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	
19.22	
23430 - Heavy Equipment Mechanic	18.63
23440 - Heavy Equipment Operator	18.63
23460 - Instrument Mechanic	18.63
23465 - Laboratory/Shelter Mechanic	18.11
23470 - Laborer	12.85
23510 - Locksmith	17.88

23530 - Machinery Maintenance Mechanic	20.98
23550 - Machinist, Maintenance	18.63
23580 - Maintenance Trades Helper	14.08
23591 - Metrology Technician I	18.80
23592 - Metrology Technician II	19.47
23593 - Metrology Technician III	20.18
23640 - Millwright	21.90
23710 - Office Appliance Repairer	17.88
23760 - Painter, Maintenance	17.88
23790 - Pipefitter, Maintenance	23.56
23810 - Plumber, Maintenance	20.56
23820 - Pneudraulic Systems Mechanic	21.16
23850 - Rigger	18.80
23870 - Scale Mechanic	19.69
23890 - Sheet-Metal Worker, Maintenance	18.80
23910 - Small Engine Mechanic	17.33
23931 - Telecommunications Mechanic I	19.99
23932 - Telecommunications Mechanic II	20.71
23950 - Telephone Lineman	19.99
23960 - Welder, Combination, Maintenance	18.63
23965 - Well Driller	18.63
23970 - Woodcraft Worker	18.80
23980 - Woodworker	16.02
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	8.81
24580 - Child Care Center Clerk	10.99
24610 - Chore Aide	8.48
24620 - Family Readiness And Support Services Coordinator	9.78
24630 - Homemaker	12.19
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	20.86
25040 - Sewage Plant Operator	19.57
25070 - Stationary Engineer	20.86
25190 - Ventilation Equipment Tender	15.28
25210 - Water Treatment Plant Operator	17.88
27000 - Protective Service Occupations	
27004 - Alarm Monitor	13.12
27007 - Baggage Inspector	10.25
27008 - Corrections Officer	15.00
27010 - Court Security Officer	15.96
27030 - Detection Dog Handler	14.97
27040 - Detention Officer	15.00
27070 - Firefighter	14.37
27101 - Guard I	10.25
27102 - Guard II	14.97
27131 - Police Officer I	18.61
27132 - Police Officer II	20.66
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	8.93
28042 - Carnival Equipment Repairer	9.04
28043 - Carnival Equipment Worker	7.57
28210 - Gate Attendant/Gate Tender	12.14
28310 - Lifeguard	10.82
28350 - Park Attendant (Aide)	13.58
28510 - Recreation Aide/Health Facility Attendant	9.91
28515 - Recreation Specialist	9.83
28630 - Sports Official	10.82
28690 - Swimming Pool Operator	13.95
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	18.40
29020 - Hatch Tender	18.40
29030 - Line Handler	18.40
29041 - Stevedore I	17.97
29042 - Stevedore II	19.48
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (2)	32.38

30011 - Air Traffic Control Specialist, Station (HFO) (2)	22.33
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	24.59
30021 - Archeological Technician I	14.47
30022 - Archeological Technician II	16.27
30023 - Archeological Technician III	20.10
30030 - Cartographic Technician	21.28
30040 - Civil Engineering Technician	24.71
30061 - Drafter/CAD Operator I	16.07
30062 - Drafter/CAD Operator II	17.83
30063 - Drafter/CAD Operator III	19.08
30064 - Drafter/CAD Operator IV	22.11
30081 - Engineering Technician I	18.62
30082 - Engineering Technician II	20.92
30083 - Engineering Technician III	23.40
30084 - Engineering Technician IV	29.00
30085 - Engineering Technician V	35.45
30086 - Engineering Technician VI	42.89
30090 - Environmental Technician	19.14
30210 - Laboratory Technician	18.49
30240 - Mathematical Technician	26.61
30361 - Paralegal/Legal Assistant I	17.95
30362 - Paralegal/Legal Assistant II	24.77
30363 - Paralegal/Legal Assistant III	26.80
30364 - Paralegal/Legal Assistant IV	32.39
30390 - Photo-Optics Technician	23.55
30461 - Technical Writer I	17.44
30462 - Technical Writer II	21.32
30463 - Technical Writer III	25.37
30491 - Unexploded Ordnance (UXO) Technician I	20.58
30492 - Unexploded Ordnance (UXO) Technician II	24.90
30493 - Unexploded Ordnance (UXO) Technician III	29.85
30494 - Unexploded (UXO) Safety Escort	20.58
30495 - Unexploded (UXO) Sweep Personnel	20.58
30620 - Weather Observer, Combined Upper Air Or Surface Programs (3)	21.27
30621 - Weather Observer, Senior (3)	24.33
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	10.04
31030 - Bus Driver	14.98
31043 - Driver Courier	12.90
31260 - Parking and Lot Attendant	9.56
31290 - Shuttle Bus Driver	14.81
31310 - Taxi Driver	10.20
31361 - Truckdriver, Light	15.90
31362 - Truckdriver, Medium	16.56
31363 - Truckdriver, Heavy	17.23
31364 - Truckdriver, Tractor-Trailer	17.23
99000 - Miscellaneous Occupations	
99030 - Cashier	8.36
99050 - Desk Clerk	8.81
99095 - Embalmer	18.23
99251 - Laboratory Animal Caretaker I	9.18
99252 - Laboratory Animal Caretaker II	9.81
99310 - Mortician	22.06
99410 - Pest Controller	12.01
99510 - Photofinishing Worker	10.26
99710 - Recycling Laborer	9.62
99711 - Recycling Specialist	10.13
99730 - Refuse Collector	9.17
99810 - Sales Clerk	10.82
99820 - School Crossing Guard	8.44
99830 - Survey Party Chief	16.21
99831 - Surveying Aide	14.24
99832 - Surveying Technician	14.69
99840 - Vending Machine Attendant	11.71
99841 - Vending Machine Repairer	13.57
99842 - Vending Machine Repairer Helper	11.71

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.01 per hour or \$120.40 per week or \$521.73 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an

adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <<http://www.dol.gov/esa/whd/>> or through the Wage Determinations On-Line (WDOL) Web site at <<http://wdol.gov/>>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure

that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.